



DEPARTMENT OF TRANSPORTATION  
UNITED STATES COAST GUARD

(112)  
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• COMDTINST 16202.1

2 MAY 1978

COMMANDANT INSTRUCTION 16202.1

Subj: USCG/DEA Interagency Agreement; distribution of

1. Purpose: This instruction distributes a recently executed Coast Guard and Drug Enforcement Administration Interagency Agreement.

2. Discussion: At a 28 March 1978 meeting held in Miami, Florida, the Commandant and Mr. Peter Bensinger, the Administrator of the Drug Enforcement Administration, signed the enclosed interagency agreement. The agreement formally documents working relationships between the two agencies as they apply to the interdiction of controlled substances.

3. Action: District commanders and unit commanding officers shall follow the guidelines listed in the enclosed agreement when planning joint operations, establishing local working agreements or memorandums of understanding (MOU) and other related cooperative missions with the Drug Enforcement Administration.

  
W. H. STEWART  
Acting Chief of Staff

Enclosure: (1) Interagency Agreement between USCG and DEA

Distribution (SDL 107)

A: afghijm(1)  
B: bc(3), eghjnqr(1), p(1)  
C: abdegimopy(1)  
D: adklmpu(1)  
E: bklnos(1)  
F: None  
H: None



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can live with.

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**INTERAGENCY AGREEMENT**

**between the**

**UNITED STATES COAST GUARD**

**and the**

**DRUG ENFORCEMENT ADMINISTRATION**

Article I - General Information

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- A. The United States Coast Guard (USCG), and the Drug Enforcement Administration (DEA) both share responsibility for enforcement of Federal statutes related to the suppression of trafficking in narcotics and other dangerous drugs.
- B. The prevention of the introduction of narcotics and other dangerous drugs into the United States requires the joint effort of such parties to this agreement along with the cooperation of other federal, state, and local law enforcement agencies. The efforts include, but are not limited to, the gathering and dissemination of intelligence, deterring potential violators, interdicting shipments of narcotics and other dangerous drugs, and the apprehension of violators.

Article II - Reference and Authority

Agreement between the USCG and DEA is entered into under the authority of 14 USC 141 and 21 USC 873, among others.

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Article III - Purpose

The parties have entered into this Agreement to promote the effective utilization of personnel and facilities through a cooperative effort and for the following specific purposes:

1. to define the nature and extent of the services, systems, and facilities each agency may provide; and
2. to provide for the timely interchange of information to permit proper planning, programming, budgeting, and evaluation.

Article IV - Responsibilities of Agencies

- A. In the national interest, the USCG and DEA will work in close cooperation and support each other with respect to the suppression of trafficking in narcotics and other dangerous drugs, by enforcing Federal laws related to that illegal trafficking.
- B. It is anticipated that most of the planning and execution of operational enforcement and surveillance efforts will be accomplished at the USCG Area or District, and DEA Regional or District levels.

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In general, within the limits of its budgetary and personnel capabilities, the USCG to the extent practicable:

1. is generally responsible for at-sea enforcement which involves efforts outside the customs waters of the United States.
2. shares responsibility with the U.S. Customs Service for at-sea enforcement within the customs waters of the United States.
3. will provide personnel and facilities, including aircraft and vessels, necessary for effective at-sea surveillance, intelligence gathering and enforcement.
4. will generally effect all arrests and seizures when a boarding is conducted from a Coast Guard unit.
5. will make every practicable effort to meet all DEA requests for cutter and aircraft assistance, including rapid response to urgent operational requirements. (Urgent Search and Rescue missions will take precedence).
6. will provide communications support for units involved in maritime operations, with the exception of special equipment that may be more properly provided by DEA.
7. will designate a contact point(s) at the Headquarters level to coordinate all law enforcement efforts which require coordination at that level.

7. will provide informal training in the operation and maintenance of small boats.
  9. will be responsible for coordination with the Department of State for enforcement action taken against foreign vessels by or from a Coast Guard unit.
  10. will provide maritime related enforcement information as gathered, to DEA and other appropriate agencies.
  11. will provide or permit the use of such other USCG personnel, facilities, or equipment as may be agreed upon from time to time.
  12. will provide USCG personnel to assist with manning of the El Paso Intelligence Center and will participate as member of the EPIC Advisory Board.
- D. In general, within the limits of its budgetary and personnel capabilities, DEA to the extent practicable:
1. is responsible for the gathering and dissemination of intelligence related to the trafficking in narcotics and other dangerous drugs.
  2. is responsible for non-maritime related enforcement of controlled substance laws, and investigation of possible violations of controlled substance laws for the purpose of prosecution.

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3. will provide personnel to USCG units assigned to patrols designed for the interdiction of narcotics and other dangerous drugs. The DEA personnel so assigned shall be available to advise the unit commander and to accompany, assist and advise boarding parties.
4. will generally effect all arrests and seizures when a boarding is conducted from a DEA unit.
5. will provide training in identification and testing of narcotics and other dangerous drugs.
6. will provide enforcement information, as gathered, to USCG and other appropriate agencies.
7. will provide or permit the use of such other DEA personnel, facilities or equipment as may be agreed upon from time to time.
8. will designate a contact point(s) at the Washington level to coordinate all law enforcement efforts which require coordination at that level.
9. will be responsible for coordination with the Department of State for enforcement action taken against foreign vessels by or from a DEA unit.

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Article V - Planning

- A. The USCG will plan effective facilities and equipment for at-sea enforcement.
- B. The DEA will keep the USCG informed, on a continuing basis, as to both detailed and long range plans related to the joint effort or which may affect the Coast Guard's personnel and facility requirements
- C. The USCG will, in turn, keep DEA similarly informed as to additional requirements and the outlook for USCG facilities available for use in the joint effort.

Article VI - Public Affairs

- A. Each agency will keep the other advised of all public affairs matters, including news releases and major speeches that concern the other agency. News releases of national interest will be coordinated between the appropriate public affairs personnel in Washington, D.C. and released simultaneously whenever possible. Releases of local or regional interest will be coordinated and released jointly at the USCG Area or District level and the DEA Regional level, with copies sent to the Washington Public Affairs Offices. Each agency will exercise discretion in responding to inquiries with factual information concerning its own actions.



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8. When the Attorney General or his representative determines that the release of information to the mass media would adversely affect the rights of defendants to a fair trial, or that release would compromise ongoing investigations, information will not be released.

#### Article VII - Subsidiary Agreements

In context with the purpose and provisions of this Agreement, a local working agreement or memorandum of understanding (MOU) may be developed by and between USCG Area or District Commanders and DEA Regional or District Directors. No provision of any local agreement or MOU will contravene the spirit or letter of this Agreement. Copies of such working agreements will be forwarded to the Commandant, USCG, and the Administrator, Drug Enforcement Administration, for approval, and shall not become effective until so approved.

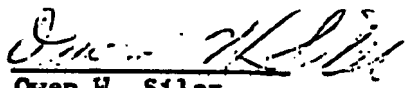
#### Article VIII - Amendments


This Agreement and any local Agreement pursuant to Article VII may be amended from time to time as may be mutually agreeable to the parties thereto

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Article IX - Termination

This Agreement may be terminated by either party upon 60 days advance written notice thereof to the other party.

  
Owen W. Siler  
Admiral U.S. Coast Guard  
Commandant

  
Peter B. Bensinger  
Administrator  
Drug Enforcement Administration

28 March 1978  
Date

March 28 1978  
Date